

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	File No. EB-06-SE-349
Communications Specialists, Inc.)	NAL/Acct. No. 200732100005
Orange, CA)	FRN # 0001520170

ORDER

Adopted: February 27, 2007

Released: March 1, 2007

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau and Communications Specialists, Inc. ("CSI"). The Consent Decree terminates the forfeiture proceeding initiated by the Spectrum Enforcement Division of the Enforcement Bureau against CSI for its possible violations of Section 302(b) of the Communications Act of 1934, as amended ("Act"),¹ and Section 2.803(a)(1) of the Commission's Rules ("Rules").²

2. The Enforcement Bureau and CSI have negotiated the terms of a Consent Decree that would resolve this matter and terminate the forfeiture proceeding. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. Based on the record before us, we conclude that no substantial or material questions of fact exist with respect to this matter as to whether CSI possesses the basic qualifications, including those related to character, to hold or obtain any FCC license or authorization.

4. After reviewing the terms of the Consent Decree, we find that the public interest would be served by adopting the Consent Decree and terminating the forfeiture proceeding.

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act,³ and Sections 0.111 and 0.311 of the Rules,⁴ the attached Consent Decree **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the Enforcement Bureau's forfeiture proceeding **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that CSI shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, by credit card through the Commission's Debt and Credit Management Center at (202) 418-1995, or by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank/LB

¹ 47 U.S.C. § 302a(b).

² 47 C.F.R. § 2.803(a)(1).

³ 47 U.S.C. § 154(i).

⁴ 47 C.F.R. §§ 0.111, 0.311.

358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Albert Spencer Porter, President, Communications Specialists, Inc., 426 West Taft Avenue, Orange, CA 92865-4296, and to Ramsey L. Woodworth, Esq., Irwin, Campbell & Tannenwald, P.C., 1730 Rhode Island Avenue, NW, Suite 200, Washington, DC 20036-3101.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith
Chief, Enforcement Bureau

CONSENT DECREE

The Enforcement Bureau (“Bureau”) of the Federal Communications Commission (“Commission”), and Communications Specialists, Inc. (“CSI”), by their authorized representatives, hereby enter into this Consent Decree regarding possible violations of Section 302(b) of the Communications Act of 1934, as amended (“Act”),¹ and Section 2.803(a)(1) of the Commission’s Rules (“Rules”)² concerning CSI’s marketing of a certain radio frequency device known as the PT-1 “Petlocator” transmitter.

I. BACKGROUND

1. On April 20, 2004, CSI was issued a grant of equipment certification for the PT-1 Petlocator transmitter under the FCC Identifier CFXPT-1.

2. On July 28, 2006, the Commission’s Office of Engineering and Technology (“OET”) Laboratory requested a sample unit of CSI’s PT-1 Petlocator transmitter, which CSI promptly provided. Thereafter, on October 3, 2006, the Bureau by letter advised CSI that testing conducted by OET indicated that the sample unit substantially exceeded radiated emission limits for intentional radiators specified by Section 15.209 of the Rules³ and did not comply with the periodic operation limits set forth in Section 15.231 of the Rules,⁴ and requested further information with respect to the sale and marketing of the device.⁵ CSI promptly provided all information requested on October 10, 2006.⁶

3. On November 22, 2006, the Bureau’s Spectrum Enforcement Division released a *Notice of Apparent Liability for Forfeiture*⁷ (“NAL”) to CSI in the amount of \$7,000 for apparent willful and repeated violation of Section 302(b) of the Act and Section 2.803(a)(1) of the Rules.

II. DEFINITIONS

4. For the purposes of this Consent Decree the following definitions shall apply:

- (a) “Act” means the Communications Act of 1934, as amended U.S.C. §§ 151 *et seq.*;
- (b) “Adopting Order” means an order of the Bureau adopting the terms and conditions of this Consent Decree;
- (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission;

¹ 47 U.S.C. § 302a(b).

² 47 C.F.R. § 2.803(a)(1).

³ 47 C.F.R. § 15.209.

⁴ 47 C.F.R. § 15.231.

⁵ See Letter from Kathryn S. Berthot, Chief, Spectrum Enforcement Division, Enforcement Bureau, to Communications Specialists, Inc. (October 3, 2006).

⁶ See Letter from Albert Spencer Porter, President, Communications Specialists, Inc., to Thomas D. Fitz-Gibbon, Spectrum Enforcement Division, Enforcement Bureau (October 10, 2006).

⁷ *Communications Specialists, Inc.*, Notice of Apparent Liability for Forfeiture, 21 FCC Rcd 13532 (Enf. Bur., Spectrum Enf. Div., 2006).

- (d) "Commission" means the Federal Communications Commission;
- (e) "Compliance Plan" means the processes and procedures developed by CSI to ensure compliance with the Communications Act and the Commission's Rules regarding the sale or offering for sale of radio frequency devices, as summarized in this Consent Decree;
- (f) "CSI" means Communications Specialists, Inc.;
- (g) "Enforcement Proceeding" means the investigation of the alleged Rule violations by CSI culminating in the *Notice of Apparent Liability for Forfeiture*;
- (h) "Effective Date" means the date the Bureau releases the Adopting Order;
- (i) "*Notice of Apparent Liability for Forfeiture*" or "NAL" means *Communications Specialists, Inc.*, Notice of Apparent Liability, 21 FCC Rcd 13532 (Enf. Bur., Spectrum Enf. Div., 2006);
- (j) "Parties" means CSI and the Bureau; and
- (k) "Rules" means the Commission's Rules found in Title 47 of the Code of Federal Regulations.

III. TERMS OF AGREEMENT

5. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

6. The Parties agree that this Consent Decree shall become binding on the Parties on the Effective Date. CSI and the Bureau represent and warrant that its signatory is duly authorized to enter into this Consent Decree on its behalf. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other final order of the Commission and any violation of the terms or conditions of this Consent Decree shall constitute a violation of a Commission order.

7. CSI acknowledges that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

8. The Parties waive any and all rights they may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided that the Adopting Order adopts the Consent Decree without change, addition or modification.

9. CSI waives any rights it may have under any provision of the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

10. The Parties agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination of any compliance or noncompliance by CSI with the Act or the Rules. The Parties further agree that this Consent Decree is for settlement purposes only and that by agreeing to the Consent Decree, CSI does not admit or deny any noncompliance, violation, or liability associated with or arising from its acts or omissions involving the Act or the Rules that are the subject of this Consent Decree.

11. In express reliance on the covenants and representations in this Consent Decree, the Bureau agrees to terminate the Enforcement Proceeding.

12. CSI agrees that, as of the Effective Date of this Consent Decree, it will implement the following FCC Regulatory Compliance Plan:

- (a) CSI agrees to cease the sale and marketing of the PT-1 “Petlocator” transmitter in the United States and consents to the cancellation by the Commission of the equipment authorization, FCC Identifier, CFXPT-1, granted April 20, 2004, for the equipment. CSI agrees to not sell or market the device in the United States unless or until the device has been retested by an independent accredited testing laboratory and recertified by the Commission.
- (b) Should the PT-1 “Petlocator” transmitter be recertified for sale within the United States, CSI will implement specific product quality control manufacturing procedures to ensure that all units of the product manufactured by CSI conform to the parameters of the FCC certification and manufacturing standards set forth in Section 2.931 Of the Commission’s rules.
- (c) **Compliance Officer.** CSI will place compliance with this Consent Decree under the direct supervision of CSI’s President, Mr. Albert Spencer Porter.
- (d) **Written Advisory.** Within 45 days of the Effective Date of the Consent Decree, the Compliance Officer will send a written advisory on Parts 2 and 15 of the FCC’s Rules and the requirements of the Consent Decree to each officer and employee of CSI who have or will have responsibilities related to the design, development, testing, marketing, and distribution of radiofrequency products on behalf of CSI.
- (e) **Employee Training.** CSI will train and provide materials concerning Parts 2 and 15 of the FCC’s Rules and the requirements of the Consent Decree to all of its employees who are involved directly or indirectly in the design, development, testing, marketing, and distribution of radiofrequency products. Specifically, CSI will, within 60 days of the Effective Date of the Consent Decree, conduct a training program regarding:
 - (1) compliance with the technical requirements of Part 15 of the FCC’s Rules in the design and manufacture of radio frequency equipment;
 - (2) compliance with Part 2 of the FCC’s Rules regarding the sale, marketing, and distribution of radio frequency equipment; and
 - (3) the requirements of the Consent Decree.

New employees who are involved directly or indirectly in the design, development, testing, marketing, and distribution of radiofrequency products will be trained within 60 days of being hired. Existing employees who are reassigned to jobs with such responsibilities will be trained within 60 days of reassignment. All employees who are involved directly or indirectly in the design, development, testing, marketing, and distribution of radiofrequency products will receive “refresher” training at least annually.

13. The Parties acknowledge that this Consent Decree shall constitute a final settlement between CSI and the Bureau regarding possible violations of Section 302(b) of the Act and Section 2.803(a)(1) of the Rules specified in the *NAL*. In consideration for termination by the Bureau of the Enforcement Proceeding and in accordance with the terms of this Consent Decree, CSI agrees to the

terms set forth herein.

14. The Bureau agrees that, in the absence of new material evidence, it will not entertain, or institute on its own motion, any new proceeding, formal or informal, or take any action on its own motion against CSI for the possible violations of Section 302(b) of the Act or Section 2.803(a) of the Rules specified in the *NAL*. The Bureau also agrees that, in the absence of new material evidence, it will not initiate or recommend to the Commission any new proceeding, formal or informal, against CSI regarding the matters that were the subject of the Enforcement Proceeding. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date to initiate on its own motion, or recommend to the Commission, any proceeding, formal or informal, or take any action on its own motion against CSI with respect to CSI's basic qualifications to hold Commission licenses or authorizations. Nothing in this Consent Decree shall prevent the Commission from instituting investigations or enforcement proceedings against CSI in the event of any other alleged misconduct that violates this Consent Decree or that violates any provision of the Act or the Rules.

15. The Parties agree that each is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that CSI fails to satisfy any condition, in the absence of Commission alteration of the condition, it will be deemed noncompliant and may be subject to possible future enforcement action with respect to such failure to satisfy the condition.

16. The Parties also agree that any provision of this Consent Decree which conflicts with any subsequent rule, order of general applicability or other decision of general applicability adopted by the Commission will be superseded by such Commission rule, order or other decision.

17. CSI agrees to make a voluntary contribution to the United States Treasury in the amount of Five Thousand Six Hundred Dollars (\$5,600) within thirty (30) calendar days of the Effective Date. Such contribution shall be made, without further protest or recourse, by credit card through the Commission's Debt and Credit Management Center at (202) 418-1995, or by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank/LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106. The payment should reference NAL/Acct. No. 200732100005 and FRN 00015200170.

18. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither CSI nor the Commission shall contest the continuing validity of the Consent Decree or Adopting Order. The Parties agree to comply with, defend and support the validity of this Consent Decree and the Adopting Order in any proceeding seeking to nullify, void or otherwise modify the Consent Decree or the Adopting Order.

19. The Parties agree that in the event that any court of competent jurisdiction renders this Consent Decree invalid, this Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

20. The Parties agree that the requirements of this Consent Decree shall expire two (2) years after the Effective Date.

21. This Consent Decree cannot be modified without the advance written consent of all of the Parties.

22. This Consent Decree may be signed in counterparts.

For: **Federal Communications Commission
Enforcement Bureau**

By: _____
Kris Anne Monteith
Chief, Enforcement Bureau

_____ Date

For: **Communications Specialists, Inc.**

By: _____
Albert Spencer Porter
President

_____ Date